

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

THE DIAMOND CONSORTIUM, INC. §
D/B/A THE DIAMOND DOCTOR, and §
DAVID BLANK §
§
Plaintiffs, §
§
vs. § Civil Action No. 4:16-CV-94
§
BRIAN MANOOKIAN, BRIAN §
CUMMINGS, AND CUMMINGS §
MANOOKIAN PLC §
§
Defendants. §

AGREED PERMANENT INJUNCTION

Before the Court is the Joint Motion for Entry of Agreed Permanent Injunction filed by Plaintiffs and Defendants. Pursuant to Rules 54(b) and 58 of the Federal Rules of Civil Procedure and the agreement of the parties, the Court finds as follows:

The Court has original jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

Venue is proper in this district under 28 U.S.C. § 1391(b).

In order to resolve the disputes and disagreements between them, Plaintiffs and Defendants have reached an agreement on all matters in controversy and request entry of judgment on the terms and conditions set forth herein.

The Parties are aware that every order granting an injunction must set forth the reasons for its issuance. The Parties agree that the full settlement of this matter is a sufficient reason for

the issuance of this Agreed Permanent Injunction. The Parties waive the requirement, if any, for the Court to set forth any other reason for the issuance of this Agreed Permanent Injunction and waive appellate review of the grounds for issuance of this Agreed Permanent Injunction. By stipulation, the Parties also waive issuance and service of this Agreed Permanent Injunction.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that:

Effective immediately, the Parties, their officers, directors, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise, are hereby enjoined from any harassing conduct or disparaging or defaming the services, business, integrity, veracity, or personal or professional reputations of the other in either a personal or professional manner at any time and through any medium or intermediary.

This Court retains jurisdiction to enforce any and all aspects of this Agreed Permanent Injunction.

The Parties have stipulated that if any Party is found by this Court to have violated any term of this Agreed Permanent Injunction, the non-violating Party shall be entitled to liquidated damages as agreed by the parties.

The Parties stipulate to the enforceability of this Agreed Permanent Injunction and forever waive and relinquish any all rights to challenge this Agreed Permanent Injunction or any subsequent order of contempt on the basis that this Agreed Permanent Injunction is void, invalid, or unenforceable or that it lacks sufficient findings pursuant to the Federal Rules of Civil Procedure. The Parties expressly waive their right to appeal the entry of this Agreed Permanent Injunction.

IT IS SO ORDERED.

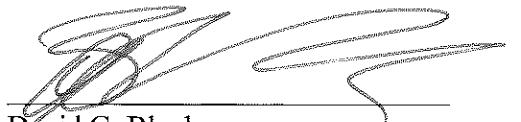
SIGNED this 16th day of August, 2017.



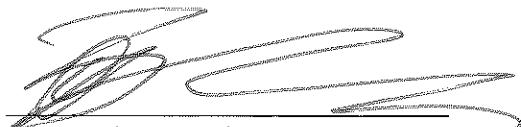
Amos L. Mazzant
AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

PLAINTIFFS:

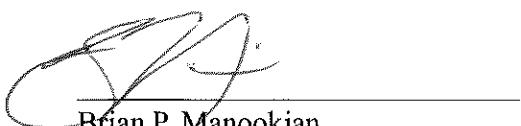


David G. Blank



Diamond Consortium, LLC
f/k/a Diamond Consortium, Inc.
By: David G. Blank

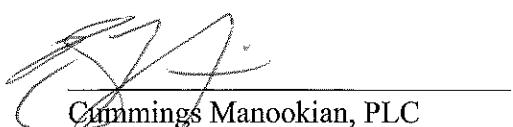
DEFENDANTS:



Brian P. Manookian



Brian Cummings



Cummings Manookian, PLC
By: Brian P. Manookian